

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE <div style="text-align: center;">J</div>		PAGE OF PAGES <div style="text-align: center;">1 19</div>	
2. AMENDMENT/MODIFICATION NO. <div style="text-align: center;">0001</div>		3. EFFECTIVE DATE <div style="text-align: center;">19-Feb-2004</div>		4. REQUISITION/PURCHASE REQ. NO. W16ROE-4015-4689		5. PROJECT NO.(If applicable)	
6. ISSUED BY CONTRACTING DIVISION 26 FEDERAL PLAZA ROOM 1843 NEW YORK NY 10278		CODE W912DS		7. ADMINISTERED BY (If other than item 6) R/E - ACQUISITION BRANCH 26 FEDERAL PLAZA ROOM 2007 NEW YORK NY 10278		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)				X		9A. AMENDMENT OF SOLICITATION NO. W912DS-04-T-0015	
				X		9B. DATED (SEE ITEM 11) 13-Feb-2004	
						10A. MOD. OF CONTRACT/ORDER NO.	
						10B. DATED (SEE ITEM 13)	
CODE		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input checked="" type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning <u>1</u> copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required)							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) PROVIDE BOTTLED WATER FOR QUEENS, NEW YORK DURING THE PERIOD OBE BEGINNING 01 MARCH 2004 THROUGH 28 FEBRUARY 2005 AND SUBJECT TO TWO (2) OPTION YEARS The purpose of this amendment is to revise the solicitation bidding schedule to include option years 1 and 2. As a result, this document (SF 30) replaces the original RFQ. Disregard the previous solicitation document (SF 1449). NOTE: Bidders are required to acknowledge receipt of this amendment by the date specified in the solicitation (or as amended) by one (1) of the following methods: on the space provided on the SF Form 1442b; by separate letter or telegram; or by signing Standard Form 30, Blocks 15a, 15b and 15c. FAILURE TO ACKNOWLEDGE THE AMENDMENT(S) BY THE DATE AND TIME SPECIFIED MAY RESULT IN THE REJECTION OF YOUR BID IN ACCORDANCE WITH THE LATE BIDS, LATE MODIFICATIONS OF BIDS OR LATE SUBMISSION OF BIDS. THE HOUR AND DATE SPECIFIED FOR CLOSING OF OFFERS IS CHANGED TO 24 FEBRUARY 2004 AT CLOSE OF BUSINESS (4:00p.m.) EST.							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)			
				TEL: _____ EMAIL: _____			
15B. CONTRACTOR/OFFEROR _____ (Signature of person authorized to sign)		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)		16C. DATE SIGNED 19-Feb-2004	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 30 - BLOCK 14 CONTINUATION PAGE

The following have been added by full text:

AMENDMENT 0001

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	PROVIDE ONE HOT/COLD WATER EQUIPMENT FFP PROVIDE ONE HOT/COLD WATER EQUIPMENT FOR THE ARMED FORCE @ 166-36 JAMAICA AVENUE, NY 11432 (718-657-3955/523- 2359/657-7489/532-5550) PURCHASE REQUEST NUMBER: W16ROE-4015-4689	12	Months		
NET AMT					

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	PROVIDE BOTTLED WATER FFP ON A MONTHLY BASIS DELIVER 20 (TWENTY) BOTTLED WATER PURCHASE REQUEST NUMBER: W16ROE-4015-4689	240	Bottle		
NET AMT					

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	PROVIDE ONE HOT/COLD WATER EQUIPMENT FFP PROVIDE ONE HOT/COLD WATER EQUIPMENT FOR ARMED FORCE @ 36-40 MAIN STREET, FLUSHING, NY 11354 (718-939-6330/445-3391/358- 4475) PURCHASE REQUEST NUMBER: W16ROE-4015-4689	12	Months		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	PROVIDE BOTTLED WATER FFP ON A MONTHLY BASIS DELIVER 15 (FIFTEEN) BOTTLED WATER PURCHASE REQUEST NUMBER: W16ROE-4015-4689	180	Bottle		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005	PROVIDE ONE HOT/COLD WATER EQUIPMENT FFP PROVIDE ONE HOT/COLD WATER EQUIPMENT FOR NAVY OFFICE@ 134-34 NORTHERN BLVD, FLUSHING, NY 11354 (718-460-4138) PURCHASE REQUEST NUMBER: W16ROE-4015-4689	12	Months		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006	PROVIDE BOTTLED WATER FFP ON A MONTHLY BASIS DELIVER 8 (EIGHT) BOTTLED WATER PURCHASE REQUEST NUMBER: W16ROE-4015-4689	96	Bottle		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007	PROVIDE ONE HOT/COLD WATER EQUIPMENT FFP PROVIDE ONE HOT/COLD WATER EQUIPMENT FOR ARMED FORCE OFFICE@ 91-31 QUEENS BLVD, ELMHURST, NY 11368 (718-457-0845/205-1094) PURCHASE REQUEST NUMBER: W16ROE-4015-4689	12	Months		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008	PROVIDE BOTTLED WATER FFP ON A MONTHLY BASIS DELIVER 15 (FIFTEEN) BOTTLED WATER PURCHASE REQUEST NUMBER: W16ROE-4015-4689	180	Bottle		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009	PROVIDE ONE HOT/COLD WATER EQUIPMENT FFP PROVIDE ONE HOT/COLD WATER EQUIPMENT FOR ARMED FORCE OFFICE, 1ST FLOOR@ 103-47 LEFFERTS BLVD, SOUTH RICHMOND HILL, NY 11419 (718-845-0106/925-0035) PURCHASE REQUEST NUMBER: W16ROE-4015-4689	12	Months		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010	PROVIDE BOTTLED WATER FFP ON A MONTHLY BASIS DELIVER 10 (TEN) BOTTLED WATER PURCHASE REQUEST NUMBER: W16ROE-4015-4689	120	Bottle		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0011	PROVIDE ONE HOT/COLD WATER EQUIPMENT FFP PROVIDE ONE HOT/COLD WATER EQUIPMENT FOR ARMED FORCE OFFICE, 2ND FLOOR @ 54-40 MYRTLE AVENUE, RIDGEWOOD, NY (718- 386-2015/1997) PURCHASE REQUEST NUMBER: W16ROE-4015-4689	12	Months		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0012	ON A MONTHLY BASIS DELIVER 8 (EIGHT) FFP ON A MONTHLY BASIS DELIVER 8 (EIGHT) BOTTLED WATER PURCHASE REQUEST NUMBER: W16ROE-4015-4689	96	Belt		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0013	PROVIDE ONE HOT/COLD WATER EQUIPMENT FFP 1ST OPTION YEAR PROVIDE ONE HOT/COLD WATER EQUIPMENT FOR THE ARMED FORCE @ 166-36 JAMAICA AVENUE, NY 11432 (718-657-3955/523-2359/657-7489/532-5550)	12	Months		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0014	PROVIDE BOTTLED WATER FFP ON A MONTHLY BASIS DELIVER 20 (TWENTY) BOTTLED WATE	240	Book		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0015	PROVIDE ONE HOT/COLD WATER EQUIPMENT FFP PROVIDE ONE HOT/COLD WATER EQUIPMENT FOR ARMED FORCE @ 36-40 MAIN STREET, FLUSHING, NY 11354 (718-939-6330/445-3391/358- 4475)	12	Months		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0016	PROVIDE BOTTLED WATER FFP ON A MONTHLY BASIS DELIVER 15 (FIFTEEN) BOTTLED WATER	180	Bottle		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0017	PROVIDE ONE HOT/COLD WATER EQUIPMENT FFP PROVIDE ONE HOT/COLD WATER EQUIPMENT FOR NAVY OFFICE@ 134-34 NORTHERN BLVD, FLUSHING, NY 11354 (718-460-4138)	12	Months		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0018	PROVIDE BOTTLED WATER FFP ON A MONTHLY BASIS DELIVER 8 (EIGHT) BOTTLED WATER	96	Bottle		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0019	PROVIDE ONE HOT/COLD WATER EQUIPMENT FFP PROVIDE ONE HOT/COLD WATER EQUIPMENT FOR ARMED FORCE OFFICE@ 91-31 QUEENS BLVD, ELMHURST, NY 11368 (718-457-0845/205-1094)	12	Months		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0020	PROVIDE BOTTLED WATER FFP ON A MONTHLY BASIS DELIVER 15 (FIFTEEN) BOTTLED WATER	180	Bottle		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0021	PROVIDE ONE HOT/COLD WATER EQUIPMENT FFP PROVIDE ONE HOT/COLD WATER EQUIPMENT FOR ARMED FORCE OFFICE, 1ST FLOOR@ 103-47 LEFFERTS BLVD, SOUTH RICHMOND HILL, NY 11419 (718-845-0106/925-0035)	12	Months		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0022	PROVIDE BOTTLED WATER FFP ON A MONTHLY BASIS DELIVER 10 (TEN) BOTTLED WATER	120	Bottle		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0023	PROVIDE ONE HOT/COLD WATER EQUIPMENT FFP PROVIDE ONE HOT/COLD WATER EQUIPMENT FOR ARMED FORCE OFFICE, 2ND FLOOR @ 54-40 MYRTLE AVENUE, RIDGEWOOD, NY (718- 386-2015/1997	12	Months		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0024	PROVIDE BOTTLED WATER FFP ON A MONTHLY BASIS DELIVER 8 (EIGHT) BOTTLED WATER	96	Bottle		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0025	PROVIDE ONE HOT/COLD WATER EQUIPMENT FFP 2nd OPTION YEAR PROVIDE ONE HOT/COLD WATER EQUIPMENT FOR THE ARMED FORCE @ 166-36 JAMAICA AVENUE, NY 11432 (718-657-3955/523- 2359/657-7489/532-5550)	12	Months		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0026	PROVIDE BOTTLED WATER FFP ON A MONTHLY BASIS DELIVER 20 (TWENTY) BOTTLED WATER	240	Bottle		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0027	PROVIDE ONE HOT/COLD WATER EQUIPMENT FFP PROVIDE ONE HOT/COLD WATER EQUIPMENT FOR ARMED FORCE @ 36-40 MAIN STREET, FLUSHING, NY 11354 (718-939-6330/445-3391/358- 4475	12	Months		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0028	PROVIDE BOTTLED WATER FFP ON A MONTHLY BASIS DELIVER 15 (FIFTEEN) BOTTLED WATER	180	Bottle		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0029	PROVIDE ONE HOT/COLD WATER EQUIPMENT FFP PROVIDE ONE HOT/COLD WATER EQUIPMENT FOR NAVY OFFICE@ 134-34 NORTHERN BLVD, FLUSHING, NY 11354 (718-460-4138)	12	Months		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0030	PROVIDE BOTTLED WATER FFP ON A MONTHLY BASIS DELIVER 8 (EIGHT) BOTTLED WATER	96	Bottle		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0031	PROVIDE ONE HOT/COLD WATER EQUIPMENT FFP PROVIDE ONE HOT/COLD WATER EQUIPMENT FOR ARMED FORCE OFFICE@ 91-31 QUEENS BLVD, ELMHURST, NY 11368 (718-457-0845/205-1094)	12	Months		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0032	PROVIDE BOTTLED WATER FFP ON A MONTHLY BASIS DELIVER 15 (FIFTEEN) BOTTLED WATERbo	180			

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0033	PROVIDE ONE HOT/COLD WATER EQUIPMENT FFP PROVIDE ONE HOT/COLD WATER EQUIPMENT FOR ARMED FORCE OFFICE, 1ST FLOOR@ 103-47 LEFFERTS BLVD, SOUTH RICHMOND HILL, NY 11419 (718-845-0106/925-0035)	12	Months		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0034	PROVIDE BOTTLED WATER FFP ON A MONTHLY BASIS DELIVER 10 (TEN) BOTTLED WATER	120	Bottle		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0035	PROVIDE ONE HOT/COLD WATER EQUIPMENT FFP PROVIDE ONE HOT/COLD WATER EQUIPMENT FOR ARMED FORCE OFFICE, 2ND FLOOR @ 54-40 MYRTLE AVENUE, RIDGEWOOD, NY (718- 386-2015/1997)	12	Months		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0036	PROVIDE BOTTLED WATER FFP ON A MONTHLY BASIS DELIVER 8 (EIGHT) BOTTLED WATER	96	Bottle		

TOTAL BASE YEAR (CLINS 0001 – 0012) \$ _____

TOTAL 1st OPTION YEAR (CLINS 0013 – 0024) \$ _____

TOTAL 2nd OPTION YEAR (CLINS 0025 – 0036) \$ _____

TOTAL BASE PLUS OPTIONS (CLINS 0001 – 0036) \$ _____

SCOPE OF WORK

NOTE: THE CALLS FOR WATER WILL BE ON AN AS-NEEDED BASIS AND PLACED BY THE RECRUITER IN CHARGE OR HIS DESIGNEE.

BOTTLE DEPOSIT INSTRUCTIONS:

IF BOTTLE DEPOSIT IS REQUIRED, ANY DEPOSIT PAID TO THE CONTRACTOR WILL BE RETURNED TO THE GOVERNMENT IN THE FORM OF A CREDIT ON THE FINAL INVOICE UPON RETURN TO CONTRACTOR OF ALL BOTTLES.

PAYMENT:

UNIT PRICE PER HOT/COLD WATER DISPENSER IS FIRM. 5 GALLON BOTTLE WILL BE FURNISHED ON AN AS-NEEDED BASIS. THE QUANTITIES MAY VARY MONTHLY. TOTAL AMOUNT OF THIS ORDER IS ESTIMATED AND DOES NOT OBLIGATE THE GOVERNMENT TO PAY THE TOTAL ESTIMATED AMOUNT. PAYMENTS WILL BE MADE, FOR ACTUAL QUANTITY OF ITEMS FURNISHED.

INVOICES:

INVOICES, IN TRIPLICATE, ARE TO BE SUBMITTED MONTHLY TO:

US ARMY CORPS OF ENGINEERS, NYD
26 FEDERAL PLAZA NEW YORK, NY 10278-0090
ATTN: REAL ESTARE DIVISION, ROOM 2007, ATTN: ALISA PITTMAN

NOTE: INVOICES MUST INDICATE PURCHASE ORDER NUMBER, RECRUITING OFFICE LOCATION, AND ACCOUNT NUMBER.

POC: Gerald Gilliard TEL: 212-264-7740
212-264-3013

CONTRACTOR MUST CONTACT THE ORIGINATOR OF THE REQUEST FOR ADDITIONAL CLARIFICATION OF THIS CONTRACT.

POC: ALISA PITTMAN: US ARMY CORPS OF
ENGINEERS, NYD
REAL ESTATE DIV.
TELE: 212-264-3445

1. THIS PROCUREMENT IS RESERVED FOR SMALL BUSINESS. HOWEVER, IF THE GOVERNMENT DETERMINES THAT QUOTES FROM SMALL BUSINESS ARE NON-RESPONSIVE OR NOT AT A FAIR AND REASONABLE PRICE, QUOTES FROM LARGE BUSINESS MAY BE CONSIDERED.

2. THIS SIC CODE IS 5963 WITH SMALL BUSINESS SIZE STANDARD OF 6.0 NAICS 454390

3. BASED UPON ITEM 2 ABOVE THE QUOTER MUST COMPLETE THE FOLLOWING:

4. QUOTER IS A LARGE BUSINESS: _____ SMALL BUSINESS: _____
HUBZONE: _____ 8A: _____ SBD: _____

REMITTANCE ADDRESS: _____

FEDERAL TAX I.D. # _____

DUN & BRADSTREET # _____

IF YOU DON'T HAVE A DUNS NUMBER YOU CAN ACQUIRE ONE AT NO CHARGE @
1-800-333-0505.

CAGE CODE # _____

NOTE: VENDORS ARE REQUIRED TO BE REGISTERED IN THE CENTRAL CONTRACTOR REGISTRATION (CCR) IN ACCORDANCE WITH DFAR 52.204-7004. WEB-SITE www.ccr.gov **VENDORS MUST BE CCR IN ORDER TO BE CONSIDERED FOR A CONTRACT WITH THE GOVERNMENT.**

The following were previously included by full text and are now included by reference:

52.212-1	Instructions to Offerors--Commercial Items	JAN 2004
52.212-3	Offeror Representations and Certifications - Commercial Items	MAY 2002
52.212-4	Contract Terms and Conditions--Commercial Items	OCT 2003

CLAUSES INCORPORATED BY FULL TEXT

52.212-2 EVALUATION--COMMERCIAL ITEMS (JAN 1999)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

NONE

Technical and past performance, when combined, are equally important.

(b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of clause)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JAN 2004)

(a) The Contractor shall comply with the following Federal **Acquisition Regulation (FAR)** clause, which is incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items: 52.233-3, Protest after Award (AUG 1996) (31 U.S.C. 3553).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

 X (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUL 1995), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

 X (2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999) (U.S.C. 657a).

 X (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer) (U.S.C. 657a).

 (4) (i) 52.219-5, Very Small Business Set-Aside (JUNE 2003) (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

 (ii) Alternate I (MAR 1999) to 52.219-5.

 (iii) Alternate II to (JUNE 2003) 52.219-5.

___ (5)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

___ (ii) Alternate I (OCT 1995) of 52.219-6.

___ (6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

___ (ii) Alternate I (OCT 1995) of 52.219-7.

X (7) 52.219-8, Utilization of Small Business Concerns (OCT 2000) (15 U.S.C. 637 (d)(2) and (3)).

___ (8)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2002) (15 U.S.C. 637(d)(4)).

___ (ii) Alternate I (OCT 2001) of 52.219-9.

___ (iii) Alternate II (OCT 2001) of 52.219-9.

___ (9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).

X (10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (JUNE 2003) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

___ (ii) Alternate I (JUNE 2003) of 52.219-23.

X (11) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

X (12) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

X (13) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).

X (14) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JAN 2004) (E.O. 13126).

X (15) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).

X (16) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).

X (17) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).

X (18) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

X (19) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).

___ (20)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).

___ (ii) Alternate I (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

X (21) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).

___ (22)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (JAN 2004) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78).

___ (ii) Alternate I (JAN 2004) of 52.225-3.

___ (iii) Alternate II (JAN 2004) of 52.225-3.

___ (23) 52.225-5, Trade Agreements (JAN 2004) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

X (24) 52.225-13, Restrictions on Certain Foreign Purchases (OCT 2003) (E.O. 12722, 12724, 13059, 13067, 13121, and 13129).

X (25) 52.225-15, Sanctioned European Union Country End Products (FEB 2000) (E.O. 12849).

___ (26) 52.225-16, Sanctioned European Union Country Services (FEB 2000) (E.O. 12849).

X (27) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

___ (28) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

X (29) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

___ (30) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).

___ (31) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).

___ (32) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

___ (33)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631).

___ (ii) Alternate I (APR 1984) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: [Contracting Officer check as appropriate.]

___ (1) 52.222-41, Service Contract Act of 1965, as Amended (MAY 1989) (41 U.S.C. 351, et seq.).

___ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

___ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

___ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (February 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

___ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreements (CBA) (May 1989) (41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (October 2000) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (April 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (December 2001) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.222-41, Service Contract Act of 1965, as Amended (May 1989), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (April 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)